

# EXHIBIT 40

## ASSIGNMENT

This Assignment (this "Assignment") is made and entered into effective as of September 29, 2022, by and between **Quantasy, LLC** ("Assignor") and **Root Insurance Agency, Inc.** ("Assignee").

**WHEREAS**, Assignor is party to a Subcontractor Agreement with Collateral Damage, LLC ("Collateral Damage") dated as of February 2, 2022, the agreement is attached to this assignment agreement (the "Assigned Agreement"); and

**WHEREAS**, the parties desire to effect the transfer and assignment of the Assigned Agreement, and all of the corresponding obligations, commitments, liabilities and benefits from the Assignor to the Assignee, and Assignee desires to accept from Assignor, the transfer and assignment of the Assigned Agreement, and all of the corresponding obligations, commitments, liabilities and benefits, as set forth in the Assigned Agreement.

**WHEREAS**, the parties agree that after the transfer and assignment of the Assigned Agreement, and all of the corresponding obligations, commitments, liabilities and benefits, Assignor shall have no, and be released from any, further obligations, commitments, liabilities or benefits with respect to the terms and subject matter of the Assigned Agreement, and further Assignor shall be indemnified by Assignee from any and all issues or matters relating to the Assigned Agreement and the work, services and materials performed by and provided by Collateral Damage.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee does hereby accept from the Assignor, the Assigned Agreement, and all of the corresponding obligations, commitments, liabilities and benefits as set forth in the Assigned Agreement.
2. Release and Indemnification:
  - (a) Effective with the date of this Assignment, Assignor shall have no, and be released from any, further obligations, commitments, liabilities or benefits with respect to the terms and subject matter of the Assigned Agreement.
  - (b) It is further agreed that Assignee hereby releases, waives and forever discharges Assignor, and its employees, directors and officers, from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, obligations, costs, expenses, covenants, contracts, agreements, promises, claims and demands of every kind and nature, known or unknown, foreseen or unforeseen, at law

or in equity which Assignee has or may have against Assignor and its employees, directors and officers, arising out of or related to the Assigned Agreement, or the services, materials, payments or subject matter referenced therein.

- (c) Effective with the date of this Assignment, Assignor shall indemnify, defend and hold harmless, Assignee from any and all claims, suits, damages, actions or costs, including reasonable attorney's fees and costs, arising out of or related to (i) the Assigned Agreement, (ii) the work, services and materials performed by and provided by Collateral Damage, and (iii) the sums paid, or sums yet to be paid, to or for the benefit of Collateral Damage as part of the Assigned Agreement.

3. Waiver of California Civil Code Section 1542: It is a further part of the consideration hereof and the intention of the parties, in executing the above release that the same shall be effective, as a bar to any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, litigation costs, damages, judgments, orders and liabilities specified in the above release and Assignee hereby expressly waives any and all rights or benefits conferred by California Civil Code Section 1542 (or any analogue of or counterpart to Section 1542 under the law of any other state) and expressly consents that the release shall have full force and effect according to its express terms and conditions, including but not limited to, those relating to unknown and unsuspected claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, litigation costs, damages, judgments, orders and liabilities, if any, as well as those relating to any other claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, damages, judgments, orders and liabilities hereinabove specified. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. Further Assurances. Each of the parties hereto agrees to execute and deliver such further agreements and writings as shall be reasonably necessary from time to time to carry out the intent and to accomplish the purposes of this Assignment.

5. Governing Law and Other Provisions. This Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws provisions thereto. This Assignment shall be the entire agreement between the parties relating to the subject matter hereof, and shall not be superseded or modified by any other agreement or understanding, except by a writing specifically referencing this Assignment signed by both parties.

6. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

The parties hereto have executed this Assignment as of the date first above written.

**Quantasy, LLC**

By: 

Name: Will Campbell

Title: CEO

**Root Insurance Agency, Inc.**

By:  DocuSigned by:

Name: BC Silver

Title: CMO

**Schedule 1**  
**Assigned Agreement**